

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
REQUEST FOR PROPOSAL (RFP)**

Issue Date: February 1, 2013 RFP# DOE-MST-2013-01

Title: Hosting of the Summer Residential Governor's Schools for Mathematics, Science, and Technology

Commodity Code: 92471 - School Operation and Management Services

Issuing Agency: Commonwealth of Virginia
Department of Education
101 North 14th Street, 21st Floor
Richmond, Virginia 23219

Initial Period Of Contract: April 1, 2014-March 31, 2015 (Renewable)

Sealed proposals will be received in the Procurement Office until 2 p.m., March 29, 2013, for furnishing the services as described herein. No proposal shall be accepted after this deadline unless the due date has been previously changed by an Addendum.

All inquiries, questions, and requests for information should be directed via e-mail to monique.robinson@doe.virginia.gov or by phone at 804-225-3348.

PROPOSALS MUST BE DELIVERED TO THE JAMES MONROE BUILDING, 101 N. 14TH STREET, RICHMOND, VA, 23219, 21ST FLOOR, PROCUREMENT OFFICE, TO THE ATTENTION OF MONIQUE ROBINSON (See Section IX, 3. Identification of Proposal Envelope.) This is NOT a mailing address. It is recommended that proposals be hand delivered.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name And Address Of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature In Ink)
_____ Zip Code: _____	Name: _____
eVA Vendor ID or DUNS #: _____	(Please Print)
Fax Number: (____) _____	Title: _____
E-mail Address: _____	Telephone Number: (____) _____

PREPROPOSAL CONFERENCE: An optional preproposal conference will be held on February 12, 2013, at 10 a.m. in the Monroe Conference Room on the 23rd floor of the Monroe Building, 101 North 14th Street, Richmond, Virginia 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS FOR RFP DOE-MST-2013-01

	<u>PAGE</u>
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3
III. <u>STATEMENT OF NEEDS</u>	4
IV. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	8
V. <u>EVALUATION AND AWARD CRITERIA</u>	10
VI. <u>REPORTING AND DELIVERY INSTRUCTIONS</u>	11
VII. <u>PREPROPOSAL CONFERENCE</u>	11
VIII. <u>GENERAL TERMS AND CONDITIONS</u>	11
IX. <u>SPECIAL TERMS AND CONDITIONS</u>	19
X. <u>METHOD OF PAYMENT</u>	23
XI. <u>ATTACHMENTS</u>	
A – Small Business Subcontracting Plan	
B – State Corporation Commission Form	
C – Cost Proposal	
D – School for Mathematics, Science, and Technology Application	

I. PURPOSE

The Virginia Department of Education, herein after referred to as VDOE, is seeking sealed proposals from qualified Offerors to host the 2014 Summer Residential Governor's Schools for Mathematics, Science, and Technology, with possible renewals through 2018 (state fiscal year 2019). The school provides an intensive, academically innovative and rigorous program of 28 days for high school gifted students (rising eleventh and twelfth graders). The selected contractor will serve as the host site and fiscal agent for the residential program. Dates to be agreed upon will include up to five staff-only days for planning and evaluation of the program and not more than 28 days of instruction with students.

A combination of general and special funds, determined by the Virginia General Assembly, supports this Governor's School. The actual budgeted amounts for salaries, instructional materials, lodging, meals, field trips, travel, consultants, staff development, printing, project evaluation, and miscellaneous items should be determined based on the needs of the program. Funds must be designated for fingerprinting and background checks on all program personnel. The proposal must indicate a total program cost and categorical breakdown on Attachment C.

This RFP will result in a contract being awarded for the Mathematics, Science, and Technology Program. The initial contract period shall be April 1, 2014 through March 31, 2015 with renewable yearly options for four years.

Proposals may be submitted by a public or private institution with residential facilities located within the Commonwealth of Virginia.

II. BACKGROUND

Virginia Governor's Schools began as an initiative of Governor Linwood Holton in 1973. That summer approximately 400 students attended intensive programs in the visual and performing arts at the Virginia Museum of Fine Arts; humanities at the University of Mary Washington (formerly Mary Washington College); and mathematics and science on the campus of Mary Baldwin College. The program now includes seven Summer Residential Governor's Schools with a current student enrollment of 708 students. Through the summer of 2012, the seven programs were hosted by the following Colleges/Universities:

- Agriculture at Virginia Polytechnic Institute and State University
- Humanities at Radford University
- Mathematics, Science, and Technology at Lynchburg College
- Medicine and Life Sciences at Virginia Commonwealth University
- Mentorship in Engineering at National Aeronautics and Space Administration (NASA/NIA)
- New Horizons Governor's School/Christopher Newport University
- Mentorship in Marine Science at the Virginia Institute for Marine Science (VIMS) at New Horizons Governor's School/Christopher Newport University
- Visual and Performing Arts at Radford University

The Mathematics, Science, and Technology Program continues to serve as a cornerstone of the academic offerings and will be available to any rising eleventh- or twelfth-grade student who has been identified as gifted or is eligible to be identified as gifted. Students apply for participation and are selected in a competitive statewide process based on the strength of their applications and the needs of the specific program.

During FY2013, the following allocations were provided to support the programs.

<i>Program</i>	<i>Allocation</i>	<i>Membership</i>	<i>Duration</i>
Mathematics, Science, and Technology	\$254,247	160 students	28 days

III. STATEMENT OF NEEDS

A. All summer program proposals

The statement of needs, in general, for all summer program proposals shall include the following components:

1. Selecting a program director and staff.
 - a. The institution shall nominate a director for the program. It is not required that the director be a faculty or staff member of the host institution. The choice of the director is subject to approval by the VDOE and the host institution. The director shall reside on campus for the duration of the program.
 - b. The program director shall make the physical arrangements for the program, e.g., dormitories, classrooms, recreation facilities, co- and extracurricular transportation, and food services.
 - c. The program director and staff shall have exclusive use of a centrally-located air-conditioned office, adequate for the management of the program, equipped with a telephone, office furniture, and computer, printer, and fax machine. All appropriate phone numbers shall be provided to parents and the Virginia Department of Education. Specific numbers for after-hours or emergency contact must be made available to the Virginia Department of Education.
 - d. The program director shall interview and recommend the faculty/staff members to the VDOE for approval. Contracts for employment of faculty/staff shall not be executed prior to such approval. Selected faculty shall have experience working and/or teaching high school or college-level gifted students, as well as expertise in their fields of study. All faculty members must live on-site for the duration of the program. Faculty members shall be provided professional development that includes information regarding the nature and needs of high school gifted students; differentiated curriculum, instruction, and assessment; and affective needs of gifted learners especially diverse gifted learners. An outline of this professional development must be included in the proposal and attendance as the training is required for faculty members.
 - e. Mature resident advisors shall reside in each dormitory with students and shall supervise all co- and extracurricular activities. Staff development addressing the nature and needs of gifted high school learners, emergency situations, and basic first aid must be included in the proposal and attendance at the training is required for resident advisors.
 - f. All full-time personnel shall be at least 21 years of age and shall have passed background checks and fingerprinting required for all persons who work with

students under the age of 18 as cited in § 63.2-1726, *Code of Virginia*. All personnel shall participate in sexual harassment and search and seizure training.

- g. The program director shall employ a residence-life director who shall be responsible for managing the activities and supervision of students in the dormitories and during all recreational, co- and extracurricular activities. This person shall work together with a counselor to monitor the emotional and social aspects of the Governor's School. The residence-life director shall reside on campus for the duration of the program.
 - h. The services of a resident certified counselor shall be provided to plan, organize, and coordinate a developmental guidance and counseling program designed to meet the social, personal, and career development needs of gifted students. The counselor shall reside on campus for the duration of the program.
 - i. The program director shall support and fully participate in the evaluation of the Governor's School program supervised by the VDOE and shall conduct an annual internal evaluation. The program director shall participate in any and all organizational meetings required for Summer Residential Governor's School Directors. All newly designated programs are evaluated through an on-site visit during the first summer of operation.
- 2. Designing and implementing a variety of ancillary activities that support the program, students, and teachers.
 - a. The institution shall provide for and shall be responsible for planning a teacher awareness and appreciation day during the program. The institution shall provide free parking, dinner, and teacher appreciation certificates for participants.
 - b. The program shall provide up to five days of appropriate faculty and staff development activities focused on learning and social/emotional needs of gifted students. This training shall incorporate aspects of curriculum integration, teaching and learning techniques for gifted students, and nature and needs of gifted high school students.
 - c. The program shall include a college night that may include business and industry awareness activities. This activity may be held as a joint endeavor for more than one summer residential program.
 - d. Career development activities shall be provided for students. For example, explorations of personal career values and interests, informational interviewing and shadowing of professionals working in the student's field of interest should be provided.
- 3. Providing for residential, social, and emotional needs of high school students to live on the campus for up to 28 days.
 - a. Supervision and/or monitoring of students 24 hours a day, seven days a week for the entire program.
 - b. Lodging and meal requirements for students, staff, faculty, and guest instructors.
 - (1) Dormitories, classrooms, laboratories, dining rooms, recreational and other facilities shall be appropriate for the needs of participants, and for the purposes of the program.

- (2) Dormitories, classrooms, and other facilities used by the participants shall be safe and clean. Dormitories must be air-conditioned. All facilities including classrooms, special purpose rooms, and the cafeteria must be accessible to persons with disabilities.
 - (3) Separate dormitory space for male and female participants shall be provided. Space must be provided where students can congregate during unscheduled time for supervised, coeducational activities.
 - (4) Governor's School participants shall be housed as a group on the campus and housed, at a minimum, on floors with no other group(s).
 - (5) Governor's School participants and staff shall be given access to all facilities necessary for the delivery of the approved Governor's School program. Buses and drivers for field trips must be provided.
 - (6) The host institution shall arrange for three nutritious meals per day that provide options for various dietary considerations such as vegetarians, diabetics, and students with food allergies with an option of substituting box lunches prepared for special activity days at the same price.
 - (7) Rules of student conduct, including disciplinary actions and visitation policies, and procedures shall be developed. This information should include procedures for students to leave campus, with adult supervision of the parent's selection and clearance, to attend religious activities. This information shall be provided in writing to participants and parents prior to the program.
 - (8) The administrative staff of the host institution shall support the program, activities, and operation of the Governor's School as developed and approved by the program director and the Department of Education.
 - (9) On-campus room and board shall be included in the Governor's School budget and made available at no cost to all faculty/staff members. Free parking shall be available for faculty and for parents during opening and closing day activities.
- c. Transportation to and from field-based activities and extra- or co-curricular activities that enhance the program's focus or theme and respond to the needs of high school students. Appropriate insurance for the transportation of minors is secured.
- d. Medical support and insurance
- (1) The institution shall provide for and shall be responsible for the health and safety of the participants in the program. The institution shall identify an area hospital/clinic that will provide emergency medical service to participants and shall provide a university vehicle to be driven by a staff/faculty member to transport students to the designated emergency facility. The proposal must demonstrate the appropriate insurance for the vehicle(s) supplied for this purpose. Under no conditions should a private car be used to transport an injured or ill student. Adult members of the faculty/staff who use private vehicles for the transport of students become personally responsible for any injury or death that might occur during such trips.

- (2) Prior to beginning the program, the public or private institution shall provide to the VDOE proof of student and staff medical insurance and institutional liability insurance.
 - e. Communications, administrative support, and other ancillary system-wide support.
 - (1) The proposal must demonstrate that it supports appropriate secretarial assistance prior to, during, and after the program.
 - (2) The program shall provide for record keeping, supervision of student activities, as well as preparation and mailing of student reports and other materials as specified by the VDOE to the participants and/or their home schools. The proposal shall include the basic design of a Web site to enable students to preview the specific Summer Residential Governor' School's activities and curriculum.
- 4. Providing a cost proposal that details the costs in the areas of staff, lodging, meals, transportation, staff development, curriculum development, and other ancillary costs associated with direct program activities.
 - a. The institution shall pay all costs of the program based upon the approved budget with the understanding that such costs will be reimbursed by the Department of Education.
 - b. The business manager, or such person as may be designated by the president of the host public or private institution, shall work with the program director in establishing a budget to ensure that expenditures do not exceed the approved budget. The proposal will include a detailed analysis of cost using the appropriate worksheet in the attachments to this document.

B. Summer Residential Governor's School for Mathematics, Science, and Technology

The specific statement of needs for the Summer Residential Governor's School for Mathematics, Science, and Technology will include:

- 1. Designing and implementing a balanced and diverse curriculum for gifted learners with an emphasis on mathematics, science, and technology in the broadest sense.
 - a. Use of relevant current literature regarding mathematics, science, and technology education.
 - b. Classroom and field-based activities using resources from education as well as the community.
 - c. Emphasis on experiences to promote understanding of the concepts related to mathematics, science, and technology as a foundation for integrated study.
 - d. Discussions, seminars, small-group research and exploration into a variety of aspects of mathematics, science, and technology relevant to the program's curricular focus or theme and that offer students an opportunity to experience diverse and synergetic thinking and questioning.

- e. Classroom leadership offered by uniquely qualified professionals who will share their rich, varied, and diverse experiences across the fields of Mathematics, Science, and Technology who model life-long learning.
- f. Curriculum materials that include course design, unit plans, etc., that shall become the property of the Department of Education.
- g. Continuous access to current technology and instrumentation required to implement program goals and objectives.
- h. Formative and summative evaluation of the program effectiveness.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and 4 copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must,” “shall,” “should,” and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not

have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
 - 4. Site Visits: A one-day site visit to the top two ranked institutions will be conducted by a quorum of the review committee.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the VDOE may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 2. Complete an application and cost proposal for the program being proposed. A cost proposal template and application template are included as Attachments C and D, respectively. Submit these forms as part of the proposal. Additional documentation is welcome and maybe included as an attachment behind Attachment D.
- 3. Complete Attachment A – Small Business Subcontracting Plan. Summarize the planned utilization of DMBE-certified small which include businesses owned by women and minorities, when they have received DMBE businesses small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000. Also summarize any good faith efforts planned to

provide subcontracting opportunities to DMBE-certified small business firms. This is required of all offerors.

4. Complete Attachment B – State Corporation Commission Form. This is required of all offerors pursuant to Title 13.1 or Title 50.

V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the VDOE using the following criteria:

<i>ITEM</i>	<i>CRITERIA</i>	<i>POINT VALUE</i>
1.	Job description and qualifications of the program director and the residence-life director	8
2.	Resources to be contributed by the institution (staff, facilities, equipment, and cooperative endeavors)	10
3.	Procedures for selection, orientation, and training of faculty and staff, including course content, instructional approach, socio-emotional development, schedules, and communications	10
4.	Institution's qualifications for selection as a site for the specific program	10
5.	Description of the institution's provision for full-time (24 hours a day) health services for participants, including descriptions of staff credentials; facilities; and procedures	3
6.	Price (total cost to state for 160 students, supporting staff, and the number of weeks of the program)	12
7.	Comprehensive program design, including a daily schedule of academic/artistic, co- and extra-curricular services, and curriculum	23
8.	Description of internal program evaluation conducted by the host institution during and immediately after the first session	4
9.	Small Business Subcontracting Plan	20
	<i>Total</i>	<i>100</i>

- B. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating

by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

SMALL BUSINESS SUBCONTRACTING PLAN: Each contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the VDOE by July 30th of each year a report substantiating compliance in accordance with the small business subcontracting plan (see Attachment A). Should the school take place or end after July 30th, a second report shall be provided no later than October 31st. When such business has been subcontracted to these firms, the contractor agrees to furnish the purchasing office at a minimum, the following information: name of firm, phone number, total dollar amount subcontracted, category type (small; small and women-owned; or small and minority-owned), and type of product/service provided, at the frequency required in the contract. Final payment under the contract may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

VII. PREPROPOSAL CONFERENCE:

An optional preproposal conference will be held on February 12, 2013, at 10:00 AM in the Monroe Conference Room on the 23rd floor of the Monroe Building, 101 North 14th Street, Richmond, Virginia 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend and should bring a copy of the solicitation for reference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and

services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF

1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be

allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
3. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	March 29, 2013	2:00 P.M.
Name of Offeror	Due Date	Time

_____	<u>DOE-MST-2013-01</u>
Street or Box Number	RFP No.

_____	Hosting Summer Residential Gov. School
City, State, Zip Code	<u>Mathematics, Science, and Technology</u>
	RFP Title

Name of Buyer Monique Robinson

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the

information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

4. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - b. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
5. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
 - c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
 - d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

6. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
7. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
8. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
 - a. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a

Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a yearly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

9. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (ii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of

the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

10. **PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held on February 12, 2013, at 10 a.m. in the Monroe Conference Room on the 23rd floor of the Monroe Building, 101 North 14th Street, Richmond, Virginia 23219. The purpose of this conference is to allow potential bidders/offers an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

11. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- X. **METHOD OF PAYMENT:** Contractor shall submit one invoice at the conclusion of the school. The Commonwealth shall make payments, within thirty (30) days of receipt of complete and accurate invoices, and in accordance with the pricing schedule agreed to as part of the award of this contract. Invoices must be submitted in accordance with the contract to:

Virginia Department of Education
Attn: Accounts Payable
P.O. Box 2120
Richmond, VA 23218-2120

XI. **ATTACHMENTS:**

A - Small Business Subcontracting Plan

B – State Corporation Commission Form

B - Cost Proposal

C - School for Mathematics, Science, and Technology Application

ATTACHMENT A
Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

Attachment B
State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT C
RFP NO. DOE-MST-2013-01
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION

2013 (FY 2014) RESIDENTIAL GOVERNOR'S SCHOOL COST PROPOSAL

The _____ proposes the following budget for 160 students
(Public or private institutions with residential facilities)

for the period of _____ through _____ for the Summer Residential Governor's School for
 Mathematics, Science, and Technology.

Subcategories	State	In-Kind	Other (Specify)
1. Salaries (Must be documented on back or with attachment.) Administrative _____ @\$ Instructional _____ @\$ Residence-Life _____ @\$ Clerical _____ @\$			
2. Staff Development Consultants _____ @\$ Materials _____ @\$			
3. Materials and Equipment			
4. Contractual Services Rent _____ Insurance _____ Other (Specify) _____			
5. Dissemination/Printing			
6. Project Evaluation Internal			
7. Travel (to/from site)			
8. Meals			
9. Lodging			
10. Field Trips Travel _____ Meals _____ Lodging _____			
11. Miscellaneous (Must be documented on back or with attachment.)			
COLUMN TOTALS			

TOTAL OF PROPOSED STATE COSTS \$_____

Note: Evaluation of price criteria will be based on the total of the State column.

ATTACHMENT D

The 2014 Virginia Summer Residential Governor's School for Mathematics, Science, and Technology Application

Program Abstract

Name of Program _____

Sponsoring Institution _____

Program Director _____

Application Information

Program Beginning Date _____ Time _____

Program Ending Date _____ Time _____

Total Number of Students _____

Total Cost of Program _____

Summary of Program

Summary of Faculty

I, _____, hereby certify that the
(Name of Authorized Representative)

_____ has the legal authority to receive the
(Name of Institution)
proposed state funds, that the institution will implement the mandatory requirement and the
assurance given herein, and that I am the authorized representative of the institution.

Legal Name of the Applicant Institution

Date

Signature of Authorized Representative

The 2014 Summer Residential Governor's School for
Mathematics, Science, and Technology

Part 1: Program Director

Name _____

Title _____

Telephone _____ E-mail _____

Address _____

(Attach a vitae or resume)

Part 2: Residence-Life Director

Name _____

Title _____

Telephone _____ E-mail _____

Address _____

(Attach a vitae or resume)

Part 3: Resources to be Contributed by Institution

Staff _____

Facilities _____

Equipment _____

Cooperative Endeavors (include agencies and/or businesses) _____

Part 4: Schedule for Proposed Residential Program

Begin _____ End _____

Number of Students _____ Number of Weeks _____

Part 5: Selection and Preparation of Staff and Faculty – Describe the procedures for the selection, orientation, and training of faculty and staff including development of curriculum and courses; for the establishment of policies and processes for the residence and supervision of gifted learners, residence-life concerns, and logistics of the program.

Part 6: Unique Qualities of the Institution – Describe why the proposed institution should be selected as a site for the 2014 Summer Residential Governor’s School for Mathematics, Science, and Technology. Indicate specific facilities or opportunities available in the community/area that would be utilized by the participants to make this a desirable site for the proposed program. This section should include information about the dormitory, dining, recreational, teaching, research, and other facilities that are available to support the goals of the program.

Part 7: Health and Safety Services – Describe how the institution will provide full-time (24-hour a day) health and safety services for participants. This description should include staff and staff's credentials, facilities, residence-life staff and director, and persons directly involved in counseling and medical services of the program. The provision of medical insurance for students and staff must be verified in this part.

Part 8: Comprehensive Program Description – Describe the purpose and anticipated outcomes for a mathematic, science, and technology program designed to meet the academic, social, emotional, and physical needs of gifted high school students; the instructional strategies for accomplishing those objectives; course descriptions with suggested activities and resources; and co- and extracurricular activities including recreation and counseling provisions. This section should include an outline of the Teacher Appreciation Day and the College/Industry Night activities as well as a tentative schedule of classes and activities.

Part 9: Program Evaluation – Describe the internal program evaluation to be used by the institution, including what is to be evaluated, what process and personnel will be used, and how collected information will be used in the improvement and modification of the program.

Part 10: Communications and Information – Describe the methods to provide prospective students, parents, and others with information about the Summer Residential Governor’s School for Mathematics, Science, and Technology. Indicate the procedures to be used to facilitate communications before, during, and after the program among the host institution, parents, students, and the Department of Education.